

1 JOHN QUINCY BROWN III, #60681
2 STEPHEN W. ROBERTSON, #228708
3 **HARDY ERICH BROWN & WILSON**
A Professional Law Corporation
4 1000 G Street, 2nd Floor
Sacramento, California 95814
P.O. Box 13530
Sacramento, California 95853-3530
(916) 449-3800 • Fax (916) 449-3888

6 Attorneys for Defendant and Cross-Defendant THE WELLA CORPORATION, a
7 Delaware Corporation

8
9 UNITED STATES DISTRICT COURT
10
11 NORTHERN DISTRICT OF CALIFORNIA

12 KAITLYNN YOUNG, a minor, by and through
her Guardian ad Litem, JULIE MORSS ,

13 Plaintiff.

Case No. CV 10-02634 SI

14 v.
15 REGIS CORPORATION, a Minnesota
Corporation; and DOES 1 through 20; and ROES
16 1 through 10 ,
17 Defendants.
18 REGIS CORPORATION, a Minnesota
Corporation ,
19 Cross-Complainant.
20 v.
21 THE WELLA CORPORATION, a Delaware
Corporation, and ROES 1 - 100, inclusive ,
22 Cross-Defendant.

STIPULATED CONFIDENTIALITY
AND PROTECTIVE ORDER

23
24 Subject to the approval of this Court, the parties stipulate to the following
protective order:

25
26 1. In connection with discovery proceedings in this action, the parties may
27 designate any document, thing, material, testimony or other information derived
28 therefrom, as "Confidential" under the terms of this Stipulated Protective Order

1 (hereinafter "Order"). Confidential information is information which has not been made
 2 public and which concerns or relates to proprietary or non-public information of a
 3 commercially, financially or personally sensitive nature including, but without
 4 limitation, confidential trade secrets, unpublished financial data, confidential business
 5 or product plans, or confidential customer supplier information, the disclosure of which
 6 may have the affect of causing harm to the parties from which the information was
 7 obtained.

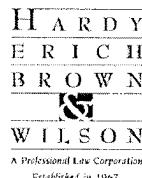
8 By designating a document, thing, material, testimony, or other information
 9 derived therefrom as "Confidential," under the terms of this order, the party making the
 10 designation is certifying to the court that there is a good faith basis both in law and in
 11 fact for the designation within the meaning of Federal Rule of Civil Procedure 26(g).

12 2. Confidential documents shall be so designated by stamping copies of the
 13 document produced to a party with the legend "CONFIDENTIAL." Stamping the
 14 legend "CONFIDENTIAL" on the cover of any multipage document shall designate all
 15 pages of the document as confidential, unless otherwise indicated by the producing
 16 party.

17 3. Testimony taken at a deposition, conference, hearing or trial may be
 18 designated as confidential by making a statement to that effect on the record at the
 19 deposition or other proceeding. Arrangements shall be made with the court reporter
 20 taking and transcribing such proceeding to separately bind such portions of the
 21 transcript containing information designated as confidential, and to label such portions
 22 appropriately.

23 4. Material designated as confidential under this Order, the information
 24 contained therein, and any summaries, copies, abstracts, or other documents derived in
 25 whole or in part from material designated as confidential (hereinafter "Confidential
 26 Material") shall be used only for the purpose of the prosecution, defense, or settlement
 27 of this action, and for no other purpose.

28 / / /



1000 G Street, 2d Floor
 Sacramento, CA 95814
 phone (916) 449-3600
 fax (916) 449-3888

1 5. Confidential Material produced pursuant to this Order may be disclosed
 2 or made available only to the Court, to counsel for a party (including the paralegal,
 3 clerical, and secretarial staff employed by such counsel), and to the "qualified persons"
 4 designated below:

5 (a) a party, or an officer, director, or employee of a party deemed
 6 necessary by counsel to aid in the prosecution, defense, or settlement of this
 7 action;

8 (b) experts or consultants (together with their clerical staff) retained by
 9 such counsel to assist in the prosecution, defense, or settlement of this action;

10 (c) court reporter(s) employed in this action;

11 (d) a witness at any deposition or other proceeding in this action; and

12 (e) any other person as to whom the parties in writing agree.

13 Prior to receiving any Confidential Material, each "qualified person" shall be
 14 provided with a copy of this Order and shall execute a nondisclosure agreement in the
 15 form of Attachment A, a copy of which shall be provided forthwith to counsel for each
 16 other party and for the parties.

17 6. Depositions shall be taken only in the presence of qualified persons.

18 7. The parties may further designate certain discovery material or testimony
 19 of a highly confidential and/or proprietary nature as "CONFIDENTIAL—
 20 ATTORNEY'S EYES ONLY" (hereinafter "Attorney's Eyes Only Material"), in the
 21 manner described in paragraphs 2 and 3 above. Attorney's Eyes Only Material, and the
 22 information contained therein shall be disclosed only to the Court, to counsel for the
 23 parties (including the paralegal, clerical, and secretarial staff employed by such
 24 counsel), and to the "qualified persons" listed in subparagraphs 5(b) through (e) above,
 25 but shall not be disclosed to a party, or to an officer, director or employee of a party,
 26 unless otherwise agreed or ordered. If disclosure of Attorney's Eyes Only Material is
 27 made pursuant to this paragraph, all other provisions in this order with respect to
 28 confidentiality shall also apply.

1 8. Nothing herein shall impose any restrictions on the use or disclosure by a
 2 party of material obtained by such party independent of discovery in this action,
 3 whether or not such material is also obtained through discovery in this action, or from
 4 disclosing its own Confidential Material as it deems appropriate.

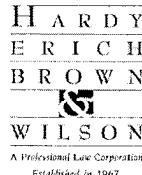
5 9. If Confidential Material, including any portion of a deposition transcript
 6 designated as Confidential or Attorney's Eyes Only, is included in any papers to be filed
 7 in Court, such papers shall be labeled "Confidential - Subject to Court Order" and filed
 8 under seal until further order of this Court.

9 10. In the event that any Confidential Material is used in any court
 10 proceeding in this action, it shall not lose its confidential status through such use, and
 11 the party using such shall take all reasonable steps to maintain its confidentiality during
 12 such use.

13 11. This Order shall be without prejudice to the right of the parties (i) to bring
 14 before the Court at any time the question of whether any particular document or
 15 information is confidential or whether its use should be restricted or (ii) to present a
 16 motion to the Court under FRCP 26(c) for a separate protective order as to any
 17 particular document or information, including restrictions differing from those as
 18 specified herein. This Order shall not be deemed to prejudice the parties in any way in
 19 any future application for modification of this Order.

20 12. This Order is entered solely for the purpose of facilitating the exchange of
 21 documents and information between the parties to this action without involving the
 22 Court unnecessarily in the process. Nothing in this Order nor the production of any
 23 information or document under the terms of this Order nor any proceedings pursuant
 24 to this Order shall be deemed to have the effect of an admission or waiver by any party
 25 or of altering the confidentiality or non-confidentiality of any such document or
 26 information or altering any existing obligation of any party or the absence thereof.

27 13. This Order shall survive the final termination of this action, to the extent
 28 that the information contained in Confidential Material is not or does not become



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1 known to the public, and the court shall retain jurisdiction to resolve any dispute
2 concerning the use of information disclosed hereunder. Upon termination of this case,
3 counsel for the parties shall assemble and return to each other all documents, material
4 and deposition transcripts designated as confidential and all copies of same, or shall
5 certify the destruction thereof.

6
7 SO STIPULATED:

8 KLINEDINST PC

9 Dated: 1/26/11

10 /S/ Jason W. Schaff

11 JASON W. SCHAFF
12 Attorneys for Defendant/Cross-complainant
13 Regis Corporation
14 801 K Street, Suite 2800
15 Sacramento, CA 95814
16 (916) 444-7573

17 Dated: 1/26/11

18 /S/ David L. Edwards

19 DAVID L. EDWARDS
20 Attorney for Plaintiff Kaitlynn Young, by and
21 through Guardian Ad Litem Julie Morss
22 P.O. Box 993506
23 Redding, CA 96099-3506
24 (530) 221-0694

25 HARDY ERICH BROWN & WILSON

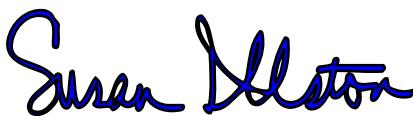
26 Dated: 1/26/11

27 /S/ Stephen W. Robertson

28 STEPHEN W. ROBERTSON
29 Attorneys for Cross-defendant The Wella
30 Corporation, a Delaware Corporation
31 1000 G Street, Suite 200
32 Sacramento, CA 95814
33 (916) 449-3800

34 APPROVED AND SO ORDERED:

35 Dated: _____



36 UNITED STATES DISTRICT JUDGE

37 **HARDY**
38 **ERICH**
39 **BROWN**
40 **&**
41 **WILSON**
42 A Professional Law Corporation
43 Established in 1967

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